

Executed in 7 Counterparts of
which this is Counterpart No. 7

5925-A
JUN 1 1974
RECEIVED
SOUTHERN RAILWAY COMPANY

THIS SUPPLEMENTAL AGREEMENT, dated as of April 1, 1974,
by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation
("Railroad"), party of the first part; and

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation
("Assignee"), party of the second part;

W I T N E S S E T H: That

WHEREAS, Whittaker Corporation, Berwick Forge & Fabricating Division ("Vendor") and Railroad entered into a Conditional Sale Agreement dated as of January 1, 1971 ("Agreement"), pursuant to which Vendor sold and delivered to Railroad and Railroad purchased from Vendor certain railroad equipment ("Equipment") therein described, which Agreement was assigned by Vendor to Assignee by Agreement and Assignment dated as of January 1, 1971 ("Assignment"); and

WHEREAS, in Article 8 of the Agreement it is provided that in the event any unit of the Equipment shall have suffered a Casualty Occurrence and the Railroad shall have paid to the Assignee the value of the unit as provided for therein, then upon the filing with the Assignee of the appropriate documents, any moneys paid to the Assignee pursuant to said Article 8 may be applied toward the cost of a unit or units of standard gauge railroad equipment (other than passenger equipment) first put into service no earlier than January 1, 1971, to replace such unit having suffered a Casualty Occurrence; and

WHEREAS, the Railroad, in compliance with the aforesaid requirements of Article 8 of the Agreement, now proposes to cause title to three (3) new 70-ton 50'6" Double Door Box Cars bearing Railroad's Car Numbers 540033, 540034 and 540035 ("Additional Equipment") to be vested in the Assignee, free and clear of all liens and encumbrances subject to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

That Assignee (as "Vendor" pursuant to Article 26 of the Agreement) hereby agrees to accept the Additional Equipment,

upon compliance by Railroad with the requirements of Article 8 of the Agreement, as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Agreement as though part of the original Equipment thereunder, free and clear of all liens and encumbrances.

This Supplemental Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

SOUTHERN RAILWAY COMPANY,
By

K. A. Staecher
.....
Vice President

ATTEST:

R. A. Allen
.....
Assistant Secretary

MANUFACTURERS HANOVER TRUST COMPANY,
By

[Signature]
.....
Vice President

ATTEST:

[Signature]
.....
Assistant Secretary

DISTRICT OF COLUMBIA.

On this 23rd day of May, 1974, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

.....Lawrence A. Huff.....

LAWRENCE A. HUFF
NOTARY PUBLIC
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1977

STATE OF NEW YORK)
) ss:
County of New York)

On this 20th day of MAY, 1974, before me personally appeared T. C. CRANE, to me personally known, who being by me duly sworn, says that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

.....J. Leslie Daniels.....

J. LESLIE DANIELS
Notary Public, State of New York
No. 41-5914175
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1976